

Dealer Renewal Services

3300 S. Dixie Hwy.

#1-142

West Palm Beach, FL 33405

(800) 794-9104

Dianna Mey

14 Applewood Drive

Wheeling, WV 26003

Congratulations! Your valuable mechanical breakdown protection is detailed in the enclosed contract booklet. Please look it over and call with any questions you may have. Thank you for your purchase; we look forward to servicing your protection needs. Please call us for a quote on any other vehicle in your household. Vehicles with fewer than 200,000 miles may qualify for additional coverage, and multi-vehicle discounts are available.

Be sure to familiarize yourself with the coverage, maintenance requirements, and procedures in the event of a mechanical breakdown. Proper maintenance of your vehicle will contribute to a trouble free driving experience. You should follow your vehicle manufacturer's recommended maintenance for your driving habits.

Welcome to our family of vehicle owners that have the peace of mind and financial security of mechanical breakdown protection.

THANK YOU AGAIN!

Your Protection Specialist

IMPORTANT CONTACT NUMBERS:

Claims: (833) 228-1900

Roadside: (844) 286-4487

We encourage you to store your new service agreement in your vehicle. This document contains important numbers needed in the event of a breakdown. We have also provided ID cards on the last page of this booklet with valuable information that can be used in the event of a breakdown.



CONTRACT NUMBER
ERENX3020131

EXCLUSIONARY DELUXE SERVICE CONTRACT

PURCHASER INFORMATION			
PURCHASER NAME Dianna Mey		AREA CODE AND TELEPHONE NUMBER (304) 280-1607	
STREET ADDRESS 14 Applewood Drive		CITY, STATE, AND ZIP CODE Wheeling, WV 26003	
VEHICLE INFORMATION			
VEHICLE IDENTIFICATION NUMBER (VIN) 3VW3L7AJ8BM023267		VEHICLE ODOMETER READING AT TIME OF CONTRACT SALE 83,891	
YEAR, MAKE, AND MODEL 2011, VOLKSWAGEN, JETTA			RATE CLASS 11
SELLING COMPANY AND FINANCE COMPANY INFORMATION			
SELLING COMPANY NAME Dealer Renewal Services	SELLING COMPANY ADDRESS 3300 S. Dixie Hwy. #1-142		SELLING COMPANY TELEPHONE NUMBER (800) 794-9104
FINANCE COMPANY Meppco Finance Corporation	FINANCE COMPANY ADDRESS 205 North Michigan Ave Suite 2200		
OBLIGOR			
<p>Obligor in Certain States. The following entities will serve as the OBLIGOR of the Service Agreements in the following states. MATRIX FINANCIAL SERVICES, LLC in the following states: AL, AK, AR, CO, CT, DE, GA, HI, ID, IL, IN, IA, KS, KY, MA, ME, MD, MI, MN, MS, MT, NE, NH, NV, NJ, NM, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WV, WY, WI; MATRIX FINANCIAL SERVICES, LLC d/b/a MATRIX CAPITAL SERVICES, LLC in the following states: AZ, MO, OK; MATRIX CAPITAL SERVICES, LLC OF DELAWARE in the following state: LA; MFS OF FLORIDA INC. in the following state: FL.</p> <p>The Obligor address, for all entities listed above is 3100 McKinnon St., Suite 420, Dallas, TX 75201, 833-228-1900. The Obligor's performance under this Contract is insured by an insurance policy issued by Plateau Casualty Insurance Company 2701 N. Main St. Crossville, TN 38555 800-398-3632. If a Covered Repair is not paid within sixty (60) days after proof of loss has been filed, You may file a claim with Plateau Casualty Insurance Company at the address listed above.</p>			
CONTRACT INFORMATION			
COVERAGE Exclusionary Deluxe		DEDUCTIBLE PER VISIT \$100.00	
TERM MONTHS 36	TERM MILES 75,000	EXPIRATION DATE 5/6/23	EXPIRATION MILEAGE 159,891
		CONTRACT SALE DATE 4/6/20	SERVICE CONTRACT PRICE \$3,550.00
AGREEMENT PERIOD			
<p>Terms for coverage are measured from the Contract sale date and the Vehicle odometer mileage reading at the time of sale. THIS SERVICE CONTRACT HAS A WAITING PERIOD OF ONE MONTH AND 1,000 MILES. During this waiting period, only the benefits listed under "TOWING BENEFIT/ROADSIDE SERVICE" will apply. Any breakdown that occurs during this waiting period will not be covered. This one month and 1,000 miles will be added to the end of the term listed above. This Contract begins on the Contract sale date and expires on the mileage or expiration date listed above, whichever occurs first. This Contract is non-renewable.</p>			
ADDITIONAL BENEFITS			
<p>RENTAL CAR REIMBURSEMENT: If Your Vehicle sustains a Failure or Tire Failure resulting in a Covered Repair, then You may qualify for rental car reimbursement for up to \$30 per day, with a 5 day maximum, not to exceed \$150 per occurrence. The VEHICLE must be retained overnight at the REPAIR FACILITY in order to qualify for rental coverage. Rental coverage is contingent on the labor time required to replace/repair Covered Components authorized by the Administrator. The Administrator will use factory labor times or industry recognized flat-rate manuals to determine the required repair time. However, this time excludes the downtime waiting for parts or other delays beyond the control of the Licensed Repair Facility or the Administrator. The labor time necessary for rental reimbursement is as follows: 1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days; etc. Your rental car benefits will not continue beyond the day the repairs are completed and You are notified of completion. All vehicles must be rented from a licensed auto rental facility.</p> <p>TRIP INTERRUPTION: If You are more than 100 miles from Your home and Your Vehicle is in need of Emergency Repairs, then You may qualify for Trip Interruption benefits that include lodging and meal reimbursement for up to \$75 per day, with a 3 day maximum, not to exceed \$225 per occurrence. This benefit applies when a Licensed Repair Facility must keep Your Vehicle overnight to repair Your Vehicle, but it does not extend beyond the day the repairs are completed. For lodging and meal reimbursement, please save all receipts and contact the Administrator for instructions. Receipts must be legible and verifiable. Handwritten receipts will not be accepted. The Trip Interruption benefit is only available where allowed by law.</p> <p>TOWING BENEFIT/ROADSIDE SERVICE: In the event Your Vehicle is disabled, Roadside Services will dispatch a service vehicle to Your location to assist You. In the event You inoperable, Roadside Services will arrange to have Your Vehicle transported, once per claim, to the nearest Licensed Repair Facility for a maximum of \$100 per occurrence.</p> <p>To obtain service for Towing/Roadside Assistance, You may contact 1-800-257-2205 or Matrix Warranty Solutions at 1-833-228-1900.</p>			

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 833-228-1900 FOR AUTHORIZATION AND INSTRUCTIONS**

Coverage: You are entitled to one (1) service per claim governed by one (1) paid service within 72-hours. Services available to You for a maximum of \$100 per occurrence are tow roadside assistance services for the following: a battery jumpstart; flat tire change; fuel delivery (You are responsible for the actual cost of the delivered materials); lockout (access compartment only).

Reimbursement: This is not a reimbursement service.

Service Provider Network: All roadside assistance services and benefits are administered by Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club, located at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126.

OTHER IMPORTANT INFORMATION

THIS **CONTRACT** IS NOT AN INSURANCE POLICY; IT IS A **SERVICE CONTRACT** BETWEEN **YOU** AND THE **ADMINISTRATOR OBLIGOR**. ANY CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS **CONTRACT** IS INVALID AND OF NO FORCE OR EFFECT. IF ANY INFORMATION ON THIS **CONTRACT** IS IN ERROR, CONTACT THE **SELLING COMPANY** OR **ADMINISTRATOR** IMMEDIATELY. PURCHASE OF THIS **CONTRACT** IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR TO OBTAIN VEHICLE FINANCING.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-833-228-1900 FOR AUTHORIZATION AND INSTRUCTIONS**

PAYMENT PLAN AGREEMENT

Payment Plan Provider:	SING For Service, LLC		
Billing and Payment Processing is provided by:	d/b/a MEPCO		
	205 North Michigan Ave Suite 2200 Chicago, IL 60601	p. (800) 397-6767 f. (312) 853-0535	
Purchaser:	Dianna Mey		
	14 Applewood Drive Wheeling, WV 26003	(304) 280-1607 DIANA_MEY@COMCAST.N ET	
Seller:	Legal Name: Dealer Renewal Services		DBA:
	3300 S. Dixie Hwy. #1-142 West Palm Beach, FL 33405		(800) 794-9104
Sales Person:	admin admin		
Payment Plan Terms (All dollar amounts are in U.S. dollars.)			
Total Sales Price:	\$3,550.00	Down Payment: (Minimum 5% of Total Sales Price)	\$190.00
Balance of Sales Price:	\$3,360.00	Number of Payments:	18
Amount of Each Payment: (Balance of Sales Price divided by Number of Payments)	\$186.67	Payment Date: (each month) (First due date no more than 30 days from sale date)	05/06/2020
This Payment Plan Agreement ("Agreement") is between Purchaser and SING For Service, LLC d/b/a Mepco ("MEPCO"), a Seabury Asset Management Company. Purchaser has purchased a service contract ("Contract") from Seller that is issued by Matrix Warranty Solutions ("Administrator"). This Agreement is entered into to enable Purchaser to pay for the Contract pursuant to an installment payment program.			
Contract:	Exclusionary Deluxe	Contract and Payment Plan Effective Date: 04/06/2020	
Contract Number:	ERENEX3020131	Term:	36 mo / 75000 mi
Administrator:	Matrix Warranty Solutions		
Vehicle:	2011 VOLKSWAGEN JETTA		
VIN:	3VW3L7AJ8BM023267	Odometer:	83,891 mi

Refer to the Contract for the terms and conditions regarding the Contract.

In consideration of Purchaser being afforded the opportunity to pay for the Contract under the installment payment program, the Purchaser and MEPCO acknowledge and agree as follows:

Purchaser has paid to Seller for its account in cash the down payment disclosed under "Payment Plan Terms" towards the Total Sales Price of the Contract. The Balance of Sales Price shall be paid by Purchaser to MEPCO. Subject to the Cancellation provisions on Page 2 hereof, Purchaser promises to pay MEPCO, the Balance of Sales Price in accordance with the payment method selected by Purchaser from the options set forth below.

Payment Options:

☒ **Payment Option 1: Authorization for Credit Card Payment**

The Balance of Sales Price may be paid by Purchaser through, and Purchaser hereby authorizes Administrator and/or MEPCO to make, the applicable number of consecutive monthly charges to Purchaser's credit card account listed below, in the amounts and on the dates disclosed under Payment Plan Terms, until such time as the Balance of Sales Price, together with all Applicable Charges, are fully paid, or until such time as Administrator and/or MEPCO has received written notification of termination ("Credit Card Payment Termination Notice") from Purchaser in time to allow reasonable opportunity to act on it.

Credit Card Type

Credit Card #

Expiration Date

Visa

xxxxxxxxxxxx 1678

04/2024

I authorize charges to my credit card account for payment of the Balance of Sales Price together with all Applicable Charges in accordance with this Agreement.

☐ **Payment Option 2: Authorization for Bank Account Direct Debit**

The Balance of Sales Price may be paid by Purchaser through, and Purchaser hereby authorizes Administrator and/or MEPCO to instruct Purchaser's financial institution described below to make the applicable number of consecutive monthly payments in the amounts and on the dates disclosed under Payment Plan Terms, from the account listed below, by electronic automatic debit of Purchaser's checking or savings account. This authority will remain in effect until such time as the Balance of Sales Price, together with all Applicable Charges, are fully paid, or until such time as Administrator and/or MEPCO has received written notification of termination ("Bank Account Direct Debit Termination Notice") from Purchaser in time to allow reasonable opportunity to act on it.

☐ Checking

☐ Savings

Name of Financial Institution

Routing #

Account #

I authorize charges to my direct deposit account for the payment of the Balance of Sales Price together with all Applicable Charges in accordance with this Agreement.

☐ **Payment Option 3: Monthly Bill**

The Balance of Sales Price shall be paid directly by Purchaser in accordance with the Payment Plan Terms listed above. Purchaser shall receive a monthly bill and shall make payment on or before the Payment Date of each consecutive month until the Balance of Sales Price, together with all Applicable Charges, are fully paid, or until such time as Administrator and/or MEPCO has received written notification of termination ("Monthly Bill Termination Notice") from Purchaser. Purchaser shall send such payments to Administrator c/o MEPCO at such address as MEPCO provides to Purchaser.

PURCHASER SHALL HAVE THE RIGHT, AT ANY TIME, TO CANCEL THE CONTRACT BY NOTICE TO MEPCO ("Termination Notice") OR BY NONPAYMENT. PURCHASER SHALL HAVE NO OBLIGATION TO MAKE ANY INSTALLMENT PAYMENTS AFTER CANCELLATION. Subject to the Cancellation provisions on Page 2 hereof, unless MEPCO shall previously have received a Bill Termination Notice, (i) a late payment fee may be imposed in the amount of the lesser of 5% of the late payment or \$5.00 in respect of any payment not received by MEPCO within five days of the scheduled Payment Date therefor (the "Late Charge"), and (ii) in the event that any scheduled payment is not made on or before the scheduled Payment Date, as provided in the Payment Plan Terms above, MEPCO is authorized by Purchaser (without notice thereof to Purchaser) to direct Administrator or Seller to cancel Purchaser's Contract and this Agreement at any time for nonpayment. Purchaser hereby assigns to MEPCO all of Purchaser's right, title and interest in and to the Contract, including Purchaser's rights to cancel the Contract, receive all unearned and refund amounts under the Contract and Purchaser's right to make a direct claim for indemnity against the Insurance Company. Purchaser represents to MEPCO that Purchaser's decision to purchase the Contract from Seller under the payment program did not result in Seller charging Purchaser a different Total Sales Price for the Contract than Purchaser would have paid if Purchaser had decided instead to pay the purchase price of the Contract in full at the time this Agreement was executed. The content and format of this Agreement have been adopted to provide Purchaser with important information in a clear and familiar form, and their use does not imply that any particular federal or state law relating to lending or installment sales is applicable to this Agreement or the transaction it contemplates. IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, YOUR CONTRACT WILL BE CANCELLED.

By signing below, I agree I have had the opportunity to review, accept, and correct any errors contained in this Agreement.

☒ Purchaser understands that the personal information regarding Purchaser that is provided by Purchaser in connection with this Agreement will not be used or shared with any other party other than for the purpose of providing the services required by this Agreement and the Contract and as required or permitted by applicable law.

Per Phone

04/06/2020

Purchaser

Date

☒ This Agreement sets forth the terms and conditions of the payment plan authorized by Purchaser by phone or other electronic means. See page 3 for instructions to cancel. See page 3 for additional terms and conditions.

PROMISE TO PAY: In consideration of the sale of the Contract to Purchaser, Purchaser promises to pay to MEPCO, on behalf of Mecpo, the Balance of Sales Price and all Applicable Charges shown under Payment Plan Terms, subject to the provisions of this Agreement. Purchaser shall not have any right to reduce any amount owed to MEPCO pursuant to this Agreement for any reason whatsoever.

CANCELLATION: Purchaser has the right to cancel this Agreement at any time. Purchaser may cancel this Agreement at any time by (i) electing not to make the next payment due pursuant to this Agreement or (ii) sending MEPCO a Termination Notice. In the event that (a) Purchaser elects not to make the next payment due pursuant to this Agreement, (b) MEPCO receives a Termination Notice or (c) an Event of Default occurs hereunder, MEPCO may cancel the Contract and this Agreement. After the effective date of Cancellation, Purchaser shall have no further obligation to make installment payments under this Agreement. **IMPORTANT: Cancelling this Agreement does not immediately cancel your Contract; it only cancels your payment plan. Coverage under your Contract will eventually be cancelled (in accordance with the terms of this Agreement) based on your nonpayment. However, you should contact the Seller or Administrator in order to immediately cancel your Contract.** Purchaser hereby assigns to MEPCO all of Purchaser's right, title and interest in and to the Contract, including Purchaser's rights to receive all unearned and return amounts and to assert any rights to reinstate the Contract and all proceeds thereof, and Purchaser's right to make a direct claim for indemnity against the Insurance Company. In the event that Purchaser has made total payments to MEPCO in excess of the portion of the Total Sales Price plus Applicable Changes earned through the date of cancellation, Administrator or Seller shall refund the amount of such excess to Purchaser.

POWER OF ATTORNEY: Following any default hereunder, and subject to the Cancellation provisions above, Purchaser hereby irrevocably appoints MEPCO as its true and lawful attorney-in-fact, only for the limited purposes related to this Agreement set forth in the following sentence until all amounts payable hereunder are paid in full. MEPCO shall have full power under this power of attorney to (i) cancel the Contract, (ii) receive, demand, collect or sue any party for any amounts relating to the Contract, (iii) endorse or execute in Purchaser's name all checks issued and all other documents or instruments relating to the Contract, and (iv) take such other actions as are reasonably necessary to further the purposes of this Agreement.

APPLICABLE CHARGES: If any payment due hereunder is more than five days late, and except as prohibited by applicable law, Purchaser agrees to pay MEPCO the Late Charge. Nothing herein shall be considered to waive any default hereunder or to grant any grace period with respect to any default for failure to make any payment on the Payment Date. Notwithstanding anything herein to the contrary, in the event that any scheduled payment is not made on or before the Payment Date, MEPCO may, in its sole discretion, direct Administrator or Seller to cancel the Contract and this Agreement at any time for nonpayment. Except as prohibited by applicable law, Purchaser agrees to pay to MEPCO a fee of \$25 for each check or each debit that is dishonored by Purchaser's bank. Purchaser consents to the payment of all of the Applicable Charges in accordance with the Payment Option selected.

DEFAULT PAYMENT OPTION: If Purchaser fails to select a Payment Option, Purchaser shall be deemed to have selected a Monthly Bill.

PREPAYMENT: Purchaser shall have the right to prepay the entire unpaid Balance of Sales Price at any time, without penalty or discount.

DEFAULT: If (i) Purchaser fails to make any payment due hereunder or comply with any other provision hereof, (ii) Purchaser becomes the subject of any voluntary or involuntary bankruptcy proceedings, (iii) Purchaser has a receiver or trustee appointed for it or its property, or (iv) Purchaser makes an assignment for the benefit of its creditors or admits in writing that it is unable to pay its debts as they become due, an "Event of Default" shall be deemed to have occurred. Upon the occurrence of an Event of Default, MEPCO shall have the right to take such actions as are available to MEPCO hereunder at law or in equity. MEPCO shall be entitled to reimbursement for reasonable attorneys' fees and costs in enforcing MEPCO's rights hereunder.

RELEASE: Purchaser hereby releases and discharges MEPCO from any liability for damages with respect to any action taken following an Event of Default by Purchaser and shall indemnify and hold MEPCO harmless from any liabilities, claims, damages or causes of action in connection with any such action by MEPCO.

PAYMENT AFTER CANCELLATION: Any payment made by Purchaser after the effective date of cancellation (or after a notice of cancellation is mailed to Purchaser) will not result in a reinstatement of the Contract but will be applied to Purchaser's outstanding obligations, if any, under this Agreement. Neither the acceptance nor the application of any such payments shall constitute an undertaking by MEPCO to take steps to attempt to reinstate such Contract or constitute a waiver of any Event of Default hereunder.

ACCEPTANCE, RATIFICATION, ACCURACY: This Agreement shall be considered accepted by Purchaser and MEPCO upon the payment of the down payment and is effective as of Effective Date of Contract. Purchaser agrees that MEPCO shall have the authority to revise this Agreement to insert any provision omitted (including but not limited to the due date of the first installment) upon written notice to Purchaser. In addition, if the total payments due hereunder are increased due to underwriting considerations, MEPCO shall have the right, upon receipt of Purchaser's written authorization, to revise dollar amounts on the face of this Agreement. Any change by Purchaser (by way of deletion, modification, supplementation or otherwise), to any portion of this Agreement shall render the Agreement voidable, at MEPCO's option.

ASSIGNMENT: MEPCO may, with or without notice to Purchaser, assign or pledge its rights, title and interest in, to and under this Agreement and the power of attorney herein described. Upon written notice from any such assignee, Purchaser shall make all payments to such assignee without defense, offset or counterclaim.

AGENTS OF SING For Service, LLC d/b/a MEPCO; AUTHORITY: Pursuant to one or more powers of attorney, MEPCO will, from time to time, appoint one or more third parties as its agent to take certain actions on its behalf in connection with this Agreement. The Purchaser is entitled to rely upon actions taken and statements made by such agents on behalf of, and in the name of, MEPCO to the same extent as if MEPCO had taken such actions or made such statements in its own name.

LIMITED RESOURCE COVENANT: The Purchaser understands and agrees that: (i) Mepeco's obligations are solely the obligations of Mepeco and of no other Person, payable at any time only to the extent funds are available to Mepeco, (ii) to the extent funds at any time are not available to Mepeco to pay such obligations, any claims relating thereto shall not constitute a claim against Mepeco but shall continue to accrue; (iii) the payment of any claim (as defined in Section 101 of Title 11 of the Bankruptcy Code) is expressly subordinated to the payment in full of all of Mepeco's outstanding obligations to its lenders and the administrative agent; and (iv) prior to the date that is one year and one day after the payment in full of all of Mepeco's outstanding obligations, the Purchaser will not institute against, or join with any other Person in instituting against, Mepeco any bankruptcy, reorganization, insolvency or liquidation proceedings or similar proceeding under the laws of the United States or any state of the United States.

WAIVERS, REMEDIES, ENTIRE AGREEMENT: MEPCO's failure to require strict performance of any provision hereof or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment of any future rights under such provision, but the provision shall continue and remain in full force and effect. The exercise of any rights or remedies by MEPCO under this Agreement is cumulative and shall not preclude MEPCO from exercising any other right or remedy it may have hereunder or at law. Each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law. If any provision hereof is held to be unenforceable or invalid under applicable law, the unenforceability or invalidity of such provision shall not impair the validity or enforceability of the remaining provisions hereof. Time is of the essence in this Agreement.

MANDATORY ARBITRATION: MEPCO and Purchaser mutually agree that (i) any one of them has the right to elect to resolve by binding arbitration:

any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort, and equitable claims) arising from or relating to this Agreement or the Contract; (ii) if arbitration is chosen, it will be conducted with the American Arbitration Association (the "AAA") pursuant to the AAA's Commercial Arbitration Rules; (iii) THERE SHALL BE NO AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS; (iv) AN ARBITRATION CAN ONLY DECIDE MEPCO'S OR PURCHASER'S CLAIM(S) AND MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS WHO MAY HAVE SIMILAR CLAIMS; (v) ANY SUCH ARBITRATION HEARING WILL TAKE PLACE IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, NEW YORK; (vi) Purchaser hereby waives any objection which it may now or hereafter have based on venue and/or forum non conveniens of any such arbitration; and (vii) this Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act.

GOVERNING LAW AND VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to applicable conflict of law principles. Purchaser hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Agreement or the Contract. Any legal suit, action or proceeding against MEPCO arising out of or relating to the Agreement or the Contract may only be instituted in Federal or State Court in the State of New York, Borough of Manhattan, City of New York, New York. Purchaser hereby waives any objection which it may now or hereafter have based on venue and/or forum non conveniens of any such suit, action or proceeding and Purchaser hereby irrevocably submits to the jurisdiction of any such court in any such suit.

WAIVER OF CLASS ACTION: PURCHASER HEREBY WAIVES ANY RIGHT TO BRING ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT, THE CONTRACT OR ANY MATTER ARISING IN CONNECTION THEREWITH ON A CLASS ACTION BASIS.

WAIVER OF JURY DEMAND: PURCHASER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY WITH REGARD TO THIS AGREEMENT, THE CONTRACT OR ANY OTHER ACTION ARISING IN CONNECTION HERewith OR THEREWITH. MEPCO IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN THE EVENT OF ANY SUCH PROCEEDING.



MAINTENANCE PROGRAM

With the ELEMENT Maintenance Program you will receive these benefits with coverage beginning Sixty (60) days after the effective date shown below this Program expires 14 months from the Membership purchase Date.

1. **OIL CHANGES:** Oil changes up to 5 quarts (maximum three (3) oil changes during the term of the Agreement at \$40.00 for each service); however, if synthetic oil is used, blends, or for diesels, larger V-8 type vehicles You will receive a \$55.00 discount.
2. **BRAKES PADS/SHOES:** \$100.00 or \$130.00 on select vehicles as follows all trucks, SUV's, AWD's, diesels, and all models of Acura, Audi, BMW, Cadillac, Infiniti, Jaguar, Lexus, Lincoln, Mercedes, Saab, Volkswagen, and Volvo toward the replacement of brake pads/shoes (A labor charge may apply).
3. **BATTERY:** 1st year replacement if bad or unlimited replacement during term of the Agreement for new vehicles or \$100.00 credit towards one (1) battery of your choice (installation charge may apply).
4. **COOLING SYSTEM MAINTENANCE & LUBE:** Drain/refill, pressure check, inspect hoses, belts, clamps, & lube chassis. WE will pay for (1) service during the term of the agreement up to \$40.00.
5. **HAND HELD COMPUTER ENGINE DIAGNOSTIC & ALIGNMENT CHECK:** One (1) service during the term of the Agreement.
6. **SAFETY INSPECTIONS:** Includes a wiper blade replacement with one (1) inspection (Up to 20" blades).

Required Factory Maintenance Mileage Interval such as 30,000, 60,000 and 90,000 miles inspections are not covered under this program. For reimbursement for The Element Benefits, please save all receipts and mail all your receipts to the Administrator at 3100 McKinnon Street Suite 420 Dallas, TX 75201.

Receipts must be legible and verifiable. Handwritten receipts will not be accepted.

A. MAINTENANCE AND RECORDS

To obtain the benefits provided by this **Service Contract**, **You** are required to provide maintenance to **Covered Components** at a **Licensed Repair Facility** in accordance with what is recommended by the manufacturer of **Your Vehicle**. Proper documentation and verifiable receipts, from the original purchase date of your vehicle, for all maintenance and repairs may be required in the event of a claim. Receipts must reflect proper **Vehicle** documentation (i.e. year, make, and model), complete **Vehicle** Identification Number, and the current mileage of the **Vehicle**. Handwritten receipts will not be accepted. Failure to provide proof of required maintenance may result in denial of coverage. The minimum requirement on oil and filter changes is every six (6) months or 5,000 miles, whichever comes first if the manufacturer has an indicator-based schedule, and **You** must follow the maintenance schedules in accordance with **Your Vehicle's** manufacturer recommendations. In addition, **YOU** must maintain all other covered components (transmission flushes, lubrication, software updates and reprogramming, timing belt/chain, filters, etc.) Severe maintenance schedule may need to be followed if conditions apply as outlined in the **VEHICLE** owner's manual.

B. WHAT IS COVERED

Provided all surcharges and options have been paid, this **Service Contract** will cover necessary repairs to **ALL** of the mechanical and electrical parts of **Your Vehicle** as well as repairs to **Your Vehicle's** tires. These repairs are subject to the terms and conditions listed in this **Contract** and subject to the exclusions listed in "WHAT IS NOT COVERED". Coverage is provided based on the mileage of **Your Vehicle** at the time it experiences a **Breakdown** and **You** file a claim. Please see table and corresponding sections below for details. Examples of covered mechanical and electrical parts are listed in the "Exclusionary Coverage Examples" heading in this section. Coverage afforded strictly to tires is explained under the "Tire Coverage" heading in this section.

IF YOUR VEHICLE HAS	COVERAGE YOUR VEHICLE QUALIFIES FOR
UNDER 130,000	EXCLUSIONARY
OVER 130,000	ENHANCED POWERTRAIN

Exclusionary Coverage Examples

Examples of **Covered Components** are included below, and are categorized by related vehicle systems. If a **Covered Component Fails** during the term of this **Contract**, the **Administrator** will pay for the repair or replacement of the **Covered Component** in accordance with the coverage and surcharges indicated on the first page of this **Contract**, subject to the terms and conditions herein.

ENGINE COMPONENTS: Cylinder Block and Cylinder Heads; all internal **Lubricated Parts** of the Engine; Turbocharger; Supercharger; Harmonic Balancer; Timing Gear; Timing Chain; Timing Belt; Timing Cover; Intake and Exhaust Manifolds; Valve Covers; Oil Pan; Engine Mounts; Belt Tensioner; Cam Gear Bolt; Harmonic Balancer Bolt; and Head Bolts. The engine block, cylinder head(s), valve cover(s), timing cover and oil pan are covered only if damaged by the above internally lubricated parts.

TRANSMISSION COMPONENTS: Transmission Case (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Transmission; Torque Converter; Flywheel/Flex Plate; Transmission Mounts; Transmission Cooler; Transmission Oil Pan; and Vacuum Modulator.

TRANSFER CASE COMPONENTS: Transfer Case (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Transfer Case.

DRIVE AXLE COMPONENTS: Drive Axle Housing (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Drive Axle; Drive Shafts; Universal Joints; Constant Velocity Joints; Locking Hubs; 4X4 Actuator; Center Support/Carrier Bearings; Differential Cover; Electronic Shift Control Unit.

AC/HEATING COMPONENTS (OEM or DEALER INSTALLED ONLY): Condenser; Compressor; Compressor Clutch; Evaporator; Compressor Pulley; Accumulator; Drier; Expansion Valve; Idler Pulley; Temperature Control Programmer; Heater Core; Blower Motor; High/Low Cut Off Switch; and Pressure Cycling Switch.

SUSPENSION COMPONENTS: Upper and Lower Control Arm Shafts, Bearings, and Bushings; Wheel Bearings; Spindles; Ball Joints; King Pins and Bushings; Radius Arm and Bushings; Stabilizer Bar, Links, and Bushings; Torsion Bars; Hub Assembly; Coil Springs; Leaf Springs; and Suspension Level Control Compressor.

STEERING COMPONENTS: Steering Gear Box/Rack and all internal **Lubricated Parts** of the Steering Gear Box/Rack; Power Steering Pump; Pitman Arm; Idler Arm; Tie Rod Ends; Drag Link; Steering Column

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Shaft and Column Couplings.

COOLING COMPONENTS: Water Pump; Radiator; Cooling Fan; Cooling Fan Motor; Fan Clutch; and Coolant Recovery Tank.

FUEL SYSTEM COMPONENTS: Fuel Delivery Pump; Fuel Injection Pump; Fuel Injectors; Fuel Tank, Metal Fuel Lines; Fuel Pressure Regulator; Fuel Sending Unit; Fuel Gauge; Air Control Valve; Oxygen Sensors; MAF Sensor; Camshaft/Crankshaft Sensors; Electronic Fuel Injection Computer/Module.

BRAKE COMPONENTS: Master Cylinder; Power Brake Cylinder; Vacuum Assist Booster; Calipers; Wheel Cylinders; Compensating Valve; ABS Accumulator, Pump, Motor, Reservoir; Wheel Speed Sensors; Hydraulic Lines And Fittings; and Parking Brake Actuator.

ELECTRICAL COMPONENTS: Alternator/Generator; Ignition Module; Ignition Switch; Headlight Switch; Turn Signal Switch; Horns; Distributor (does not include Cap and Rotor); Starter Motor; Starter Solenoid; Starter Drive; Windshield Wiper Motors; Windshield Wiper Delay Switch; Windshield Wiper Linkage; Windshield Washer Pump; Power Seat Motor; Power Antenna Motor; Power Window Motors and Regulators; Power Door Locks and Actuators; Power Trunk Release; Wiring Harness; Cruise Control Assembly; Ignition Lock Cylinder; Manually Operated Switches; Convertible Top Motor; and Driver Information Gauges/Indicators

SEALS AND GASKETS: Leaking seals and gaskets on any **Covered Components** listed in this section will be covered. Minor loss of fluid or seepage is considered normal and is not considered a **Mechanical Breakdown**.

HYBRID COMPONENTS: Hybrid Transaxle, Electronic Transmission, Inverter, Generator(s), and Electronic Display Monitor.

Enhanced Powertrain Coverage

Only those items listed under the "Enhanced Powertrain Coverage" and "Tire Coverage" heading in this section are covered. If a **Covered Component Fails** during the term of this **Contract**, the **Administrator** will pay for the repair or replacement of the **Covered Component**, subject to the terms and conditions herein.

ENGINE COMPONENTS: Cylinder Block and Cylinder Heads (only if damaged by internally lubricated parts); all internal **Lubricated Parts** of the Engine; Harmonic Balancer; Timing Gear; Timing Chain; Timing Belt and Water Pump. All internally lubricated parts of the Original Equipment Manufacturer (OEM) parts of the turbo/twin turbo/supercharger. The turbo/twin turbo/supercharger case is not covered.

TRANSMISSION COMPONENTS: Transmission Case (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Transmission; Torque Converter; Flywheel/Flex Plate and Vacuum Modulator.

TRANSFER CASE COMPONENTS: Transfer Case (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Transfer Case.

DRIVE AXLE COMPONENTS: Drive Axle Housing (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Drive Axle; Drive Shafts; Universal Joints; Constant Velocity Joints; Locking Hubs.

AC/HEATING COMPONENTS (OEM or DEALER INSTALLED ONLY): Condenser; Compressor; Compressor Clutch; Evaporator; Accumulator Dryer; Expansion Valve; Condenser Fan; and Condenser Fan Motor.

COOLING COMPONENTS: Water Pump; Radiator; Cooling Fan; Cooling Fan Motor; Fan Clutch; and Coolant Recovery Tank.

FUEL SYSTEM COMPONENTS: Fuel Delivery Pump; Fuel Injection Pump; Fuel Injectors; Fuel Tank, Metal Fuel Lines; Fuel Pressure Regulator; Fuel Sending Unit; Fuel Gauge; Air Control Valve; Oxygen Sensors; MAF Sensor; Camshaft/Crankshaft Sensors; Electronic Fuel Injection Computer/Module.

ELECTRICAL COMPONENTS: Alternator/Generator, A/C Blower Motor, Starter Motor; Starter Solenoid; Starter Drive; Horns; Windshield Wiper Motor; Windshield Washer Pump; Power Antenna Motor; Power Window Motors; Window Regulators; Power Door Lock Actuators; Power Trunk Release; and all Manually Operated Switches.

SEALS AND GASKETS: Leaking seals and gaskets on any **Covered Components** listed in this section

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will be covered. Minor loss of fluid or seepage is considered normal and is not considered a **Mechanical Breakdown**.

HYBRID COMPONENTS: Hybrid Transaxle, Electronic Transmission, Inverter, Generator(s), and Electronic Display Monitor.

Tire Coverage

Coverage afforded under this **Service Contract** applies ONLY to the D.O.T. approved and manufacturer-specified tires on **Your Vehicle** at the time of delivery. In the event of a **Covered Tire Repair**, any D.O.T. approved or manufacturer-specified replacement will also be covered for the remainder of **Your** term. In the event of a **Covered Tire Repair**, the following stipulations apply:

1. **Tire Repairs:** The **Administrator** will reimburse **You** up to \$20 (per tire per single visit) of the **Cost** to repair **Your** tire.
2. **Tire Replacement:** The **Administrator** will reimburse **You** up to one hundred dollars (\$100.00) toward the **Cost** for each tire replacement per single visit, up to a maximum aggregate per **Contract** term of four hundred dollars (\$400.00). **You** must have more than 3/32" tread depth remaining to be eligible for reimbursement.

C. OPTIONAL COVERAGE

LUXURY ELECTRONICS PACKAGE: If **You** paid for the Luxury Electronics Package option as indicated on the first page of this **Contract**, the following OEM parts are covered: Radio/GPS/Navigation Components, Integrated Radio/GPS, Liquid Crystal Display (LCD) Screens, DVD Players, Rearview Back-up Camera and Sensors, Voice Activation Systems, Standalone Seat Heaters (not integrated in upholstery), Sunroof and Convertible Top Motors. Coverage is limited to either one replacement or one repair per component for the term of the **Contract**. The Luxury Electronics Package applies only to **Failures** of the "base unit" and does not cover any remote controls, handheld controls, wiring, game cartridges, headphones, DVDs, MP3 players, programming, or any other non-listed parts. Aftermarket components are specifically excluded from coverage. Additionally, purchasing this option will remove the limit of \$300 for repairs to the original factory installed radio, main speaker system, and single compact disk/cassette player, as listed in the "LIMITS OF LIABILITY" section. All other stipulations in the "LIMITS OF LIABILITY" section will still apply.

EMISSIONS PACKAGE: If **You** paid for the Emissions Package option as indicated on the first page of this **Contract**, the following parts will be covered: Air Fuel Ratio Sensor/Oxygen Sensor, Air Pump, Barometric Pressure Sensor, Canister Purge Solenoid, EVAP Purge Canister, EVAP Leak Detection Pump And Valve, EVAP Vent Valve, Deceleration Purge Valve, EGR Valve, EGR Solenoid, EGR Check Valve, DPFE Sensor, EGR Controller, EGR Diverter Valve, EGR Relay, Purge Valve, EGR Position Sensor, EGR Lines, EGR EFE Thermal Vacuum Switch, EGR/EFE Valve, Engine Oil Fill Cap, Fuel Fill Cap, Fuel Fill Neck Restrictor, Fuel Tank Pressure Sensor, Fuel Tank Vent Valve, Fuel Temperature Sensor, Idle Air Control Valve, Intake Air Resonator, Intake Air Temperature Sensor, MAP Sensor, Mass Air Flow Sensor, PCV Sensor, Air Injection Control Valve, Air Injection Check Valve, Air Injection Pump, Air Injection Relay.

D. LIMITS OF LIABILITY

Our limit of liability for original factory installed radio, main speaker system, and single compact disk/cassette player will not exceed an aggregate amount of \$300.00 per **Contract** term, unless **You** paid for the Luxury Electronics Package as indicated on the first page of this **Contract**. **Our** limit of liability for tire replacements will not exceed an aggregate amount of \$400.00 for the term of this **Contract**. For all other repairs or replacements, **Our** liability per repair visit, under any circumstances, will not exceed the NADA "clean trade-in" value of the Vehicle immediately prior to **Breakdown**. The total of all benefits paid or payable under this **Contract** will not exceed \$15,000.00. **Our** liability for incidental and consequential damages including, but not limited to personal injury, physical damage, property damage, loss of **Vehicle** use, loss of time, inconvenience and commercial loss resulting from the operation, repair, maintenance, or use of this **Vehicle** is expressly excluded.

E. WHAT IS NOT COVERED

This **Service Contract** does not cover the items under the "Exclusionary Coverage" and "Tire" headings listed in this section, "WHAT IS NOT COVERED". There may also be specific exceptions related to any option(s) **You** selected, as described in the corresponding sections.

Exclusionary Coverage

1. Any repair that has not received prior authorization from the Administrator. This exclusion does not apply to Emergency Repairs.
2. The repair or replacement of any motor vehicle component that was not properly operating in

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- accordance with manufacturer's specifications at the time this Service Contract was sold (i.e. pre-existing conditions).
3. Any Vehicle with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, fire, or gray market) or has been deemed a total loss by an insurance entity.
 4. Any Vehicle that has been repurchased by or had its price renegotiated with the manufacturer. Any Vehicle that has had the manufacturer's warranty revoked, voided, or cancelled; or any Vehicle that never came with a manufacturer's warranty.
 5. The repair, modification, or replacement of any component that has not Failed, as defined by this Contract.
 6. The repair, retrofit, or replacement of any component required for compliance by any local, state, or federal law or legislation.
 7. The gradual reduction in component performance through normal or excessive usage. The repair or replacement of engine valves, valve guides, valve seals, and/or piston rings is not covered if the purpose of such repair(s) is simply to raise the compression of the engine, increase performance, or to reach acceptable oil consumption/burning.
 8. If any alterations have been made to Your Vehicle or You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to, the failure of any custom or add-on part, all frame or suspension modifications, lift/lowering kits, the use of oversized tires or any tire that is not recommended by the original manufacturer or it creates an odometer/speedometer variance of greater than 4%, trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.
 9. Any Mechanical Breakdown covered by an insurance entity or any component with a warranty or "repairer's guarantee" through a repair facility or when the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties, or a repairer's guarantee/warranty (regardless of manufacturer's or repairer's ability to pay for such repairs). Further, Coverage under this Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins. Additionally, if an insurance entity, the manufacturer, or Licensed Repair Facility notifies You that they will monetarily participate in a repair that has been authorized and paid by Us, then We will exercise Our right to recover the respective amount.
 10. Any Vehicle with an odometer that has been tampered with, altered, disconnected, or not maintained in working order. You may be required to provide an odometer statement at the time of sale of this Service Contract.
 11. Any Mechanical Breakdown or Failure caused by (a) normal or excessive wear and tear; (b) Your failure to provide the proper maintenance to the failed part or parts; (c) overheating, regardless of the cause of overheating; (d) incorrect, contaminated, or inadequate amounts of coolant, lubricants, or fluids; (e) accidental loss or damage, impact, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion; or (f) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE.
 12. Cosmetic damage or cosmetic related repairs (e.g. scratches, nicks, dents, or tears).
 13. Body components or repairs related to the body of the Vehicle (e.g. bumpers, lenses, glass, paint, convertible or vinyl tops, sheet metal, outside ornamentation, frame or structural body parts, air or water leaks, wind noise, weather strips, squeaks or rattles, trim, upholstery, carpet, or mats).
 14. Navigational systems, unless You selected and paid for the Luxury Electronics Package option at the time this Service Contract was sold, in which case only the factory-installed navigational system on Your Vehicle will be covered.
 15. The following, unless required in conjunction with a Covered Repair: upgrades, adjustments, alignments, oil, fluids, greases, lubricants, or refrigerant.
 16. Maintenance services and parts described in the manufacturer's maintenance schedule for Your Vehicle. NOTE: During the term of this Service Contract, it may become necessary to (a) replace spark/glow plugs and wires, emission control valves, timing belts, drive belts, distributor caps and rotors, and filters; (b) adjust belts, ignition, transmission bands, or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; and (d) maintain or replace items not specifically covered under this Service Contract. These aforementioned services and replacements

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are required because of normal wear and usage—they are Your responsibility. Costs for these services and parts are not covered by this Service Contract.

17. Any expenses associated with shop supplies, materials charges (i.e. miscellaneous items not directly associated with a Covered Repair), hazardous waste charges, diagnosis time (where a Covered Mechanical Breakdown has not occurred), freight charges, or storage charges.
18. Vehicles used for commercial towing, dump or refuse collection, hauling or towing loads weighing in excess of vehicle manufacturer's specifications, taxi, livery, shuttle, rental, construction, racing or competitive driving, emergency services, or Vehicles equipped with a snow plow.
19. Business Use Vehicles including UBER and LYFT, unless the Business Use surcharge is selected and paid at the time this Contract is sold.
20. Vehicles operated by more than one person or vehicles using multiple drivers over a period of time due to shift work.
21. The repair or replacement of the following: (a) batteries and battery cables, including batteries and battery cables for Hybrid vehicles; (b) exhaust system components and catalytic converters; (c) shock absorbers; (d) fasteners, nuts, bolts, clips, screws; (e) fuses and bulbs; (f) safety restraint systems (including air bags); (g) brake linings, rotors, and drums; (h) sealed beams and LED or HID lamps; headlamp and tail lamp assemblies; (i) wiper blades, hoses, molded rubber, and rubber-like items; (j) clutch disc and linings, clutch pressure plate, clutch throw-out bearings, pilot bearings; (k) bent shift forks, stretched timing chains; and (l) cellular phones.
22. Any losses resulting from delays, labor strikes, loss of time, inconvenience, or other causes beyond the control of the Administrator or Licensed Repair Facility.
23. The repair or replacement of any Covered Component that has been damaged by a non-Covered Component or from an improper repair.
24. The repair or replacement of any non-Covered Component damaged as a result of the Failure of a Covered Component.
25. Vehicles registered or needing repairs or replacements outside of the contiguous United States, Alaska, or Hawaii.
26. Convertible top assemblies; television/VCR/DVD players; game centers; cumulative repair or replacement costs during the term of this Contract; audio/video equipment and audio/video accessories; all touch screen and/or voice activated accessories, including related display screens and heads up displays on windshields; electronic transmitting/receiving devices; voice recognition systems; remote control consoles; security systems; and radar detection devices. If You purchased the Luxury Electronics Package, items listed under the "Luxury Electronics Package" in the Optional Coverage section will be covered.
27. Any component or part of a component that enables a Vehicle to be propelled by any source of power other than gasoline, diesel fuel, or E85 ethanol. In addition, components belonging solely to any of the following (unless otherwise stated in this document): Hybrid Vehicles, Plug-in Hybrid Vehicles, Electric Vehicles, Extended-Range Electric Vehicles, or Hydrogen-Powered Vehicles. The Hybrid Battery is not covered in any instance.
28. All emission components. If You purchased the Emissions Package, items listed under the "Emissions Package" in the Optional Coverage section will be covered.
29. All Nissan CVT Transmissions regardless of model or year of manufacture.

Tire

Stipulations noted under the "Exclusionary" heading in this section, "WHAT IS NOT COVERED," also apply to Your Vehicle's tires. In addition, the following tire- specific exclusions apply:

1. Destruction or damage to a tire due to off-road Vehicle use, construction site use, or an impact with an engineered obstruction in the highway or roadway (including, but not limited to curbs).
2. Any repair or replacement due to dry-rot, cracking, or peeling of tread.
3. Tires that prematurely fail because of overloading, improper loading, or improper inflation.
4. Used, retread, or remanufactured tires.
5. Tires that are not D.O.T. certified or that do not meet the specifications prescribed by the manufacturer of the Vehicle listed in this Service Contract.
6. Any Tire Failure occurring when any portion of the tread depth on the failed tire is 3/32 of an inch or less.
7. Tires transferred from another vehicle.

F. WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN OR A TIRE FAILURE

1. Take immediate action to prevent further damage to **Your Vehicle**. Any damage resulting from continued operation of an impaired **Vehicle** will constitute failure to protect **Your Vehicle** and will not be covered under this **Service Contract**.
2. **You** may deliver **Your Vehicle** to the **Licensed Repair Facility** of **Your** choice. However, authorization must be obtained from the **Administrator** prior to any repair.
3. Present this **Contract** to the **Licensed Repair Facility**. The **Administrator** may also require **You** to provide the **Licensed Repair Facility** with proof of all relevant maintenance as expressed under "MAINTENANCE AND RECORDS".
4. Ensure that the **Licensed Repair Facility** contacts the Claims Department for instructions prior to any repairs. The Claims Department can be reached at 1-833-228-1900 from 8:00 A.M. – 12:00 P.M. and 1:00 P.M. – 6:00 P.M. (CST) Monday – Friday. AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
5. If **Emergency Repairs** are required, deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the **Administrator** at 1-. The **Administrator** will determine the reimbursement eligibility in accordance with the terms and conditions of this **Service Contract**.
6. In all instances, if **Your** repair is a **Covered Repair** or **Covered Tire Repair**, then **You** are required to pay the **Licensed Repair Facility** the deductible amount reflected on the first page of this **Contract**. In addition, **You** are also required to pay for anything not authorized by the **Administrator**.
7. The amount authorized by the **Administrator** is the maximum amount that will be paid for any repairs covered under the terms of this Contract. Any additional amount must receive prior approval from the **Administrator**. Should a claim arise before this Contract is paid in full, the balance owed will be deducted from the claim payment.

G. WHAT THE ADMINISTRATOR WILL DO WHEN A CLAIM IS REPORTED

The **Administrator** will determine the extent of coverage, subject to the terms and conditions of this **Contract**. To that end, the **Administrator** will verify the **Failure** or **Tire Failure** with the **Licensed Repair Facility**, verify coverage, determine the **Cost** of the **Covered Repair** or **Covered Tire Repair** subject to the terms, conditions, and limitations of this **Contract**, and authorize the claim. The claim is not approved unless authorization numbers are given to the **Licensed Repair Facility**.

NOTE: (1) At the sole discretion of the **Administrator**, **Failed parts** or **Failed Tires** may be replaced with new parts or tires, remanufactured parts or tires, or used parts or tires of like kind and quality.

(2) **We** reserve the right to inspect **Your Vehicle** to verify **Failure(s)** or **Tire Failure(s)**. In addition, if a dispute arises between the **Licensed Repair Facility** and **Us**, **We** reserve the right to relocate **Your Vehicle** to a **Licensed Repair Facility** of **Our** choice. In the event the **Administrator** determines that a repair in question is not a **Covered Repair** or a **Covered Tire Repair**, then **You** are responsible for any cost incurred.

H. STATE SALES TAX

The payment of sales tax on **Covered Repairs** or **Covered Tire Repairs** will be made in accordance with the regulations of the Taxing Authority in the state where **Your Vehicle** has been repaired.

I. DEFINITIONS

- **ADMINISTRATOR:** Matrix Warranty Solutions, Inc. 3100 McKinnon St., Suite 420, Dallas, TX 75201.1-833-228-1900.
- **BUSINESS USE: Vehicles** used primarily for profit, such as repair work, route work, service work, and delivery. **Vehicles** used for farm work or oil field work are included under this definition and are eligible for coverage if their primary use is transportation and not off-road work. Other examples include, but are not limited to floral delivery, cable TV repair, plumbing, vending machine services, catering, medical supply delivery, home repairs, and realty services.
- **COST:** The customary and reasonable charges for the parts and labor necessary to repair or replace **Covered Components** or **Covered Tires**. **Cost** will not exceed the manufacturer's suggested retail (list) price for parts and labor will be verified by the standard version of the following nationally recognized labor guide: Alldata. The labor rate must be authorized by the **Vehicle** manufacturer for franchised dealers and cannot exceed the average retail rate charged by similar repair facilities in the same area. All charges are subject to the limits of liability, the terms and conditions of this **Service Contract**, and the **Administrator's** approval.

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- **COVERED BREAKDOWN or COVERED MECHANICAL BREAKDOWN:** A Breakdown that is covered by this **Contract**.
- **COVERED PART(S) and COVERED COMPONENT(S):** Any part of the **Vehicle** listed herein as a **Covered Part/Component** and not excluded from coverage by this **Service Contract**.
- **COVERED REPAIR:** A repair to a **Covered Part/Component** that is authorized by the **Administrator**.
- **COVERED TIRE:** A tire that conforms to **Vehicle** manufacturer's specifications and was D.O.T. approved at the time of sale, or any equivalent replacement tire on the **Vehicle** when it was delivered.
- **COVERED TIRE REPAIR:** A repair to a **Covered Tire** that is authorized by the **Administrator** as defined under Tire Failure or Failed Tire(s).
- **EMERGENCY REPAIRS:** Repairs made outside of **Administrator's** business hours, which, if not performed, would impair the future operation of **Your Vehicle**, or render **Your Vehicle** inoperable or unsafe to drive.
- **FINANCE COMPANY:** Any financial institution providing financing for the purchase of this **Service Contract**.
- **LICENSED REPAIR FACILITY:** Any automotive repair facility that has been licensed to perform automotive repairs by the state in which it operates.
- **LUBRICATED PART:** A part that requires lubrication to function correctly.
- **MECHANICAL BREAKDOWN, BREAKDOWN, FAILURE, FAILS, or FAILED:** The inability of any **Covered Component(s)** that has received proper maintenance, as prescribed by this **Service Contract**, to function in the manner for which it was designed. This inability must be the result of defective material or faulty workmanship, not due to the gradual reduction in component performance through normal or excessive usage. In addition, a **Failed** part must be outside the allowable tolerances prescribed by the manufacturer to be deemed a **Failure**. This is distinguished from **Tire Failure**, as defined in this section.
- **ROAD HAZARD:** Potholes or debris on the surface of a road (such as nails, glass, rocks, or tree limbs) which may cause damage to your **Covered Tire**.
- **SELLING COMPANY:** The entity identified on the first page of this **Contract** from whom **You** purchased this **Service Contract**.
- **SERVICE CONTRACT or CONTRACT:** This document in its entirety, which explains the coverage and limitations afforded to **You**.
- **TIRE FAILURE or FAILED TIRE(S):** The inability of any tire to function in the manner for which it was designed, either due to contact with a **Road Hazard**, a defect in materials, or faulty workmanship. This inability to function is not due to misuse or abuse, and specifically excludes normal and excessive wear and tear.
- **VEHICLE:** The **Vehicle** identified on the first page of this **Contract**.
- **WE, US, OUR:** Matrix Financial Services LLC, 3100 McKinnon St., Suite 420, Dallas, TX 75201, 1-833-228-1900.
- **YOU, YOUR, CONTRACT HOLDER, MY, and I:** The person(s) whose name is listed as the purchaser(s) of this **Service Contract**.

J. CANCELLATION AND RENEWAL

CONSUMER ACKNOWLEDGES THAT THE EXCLUSIONARY DELUXE SERVICE CONTRACT CONSISTS OF TWO SEPARATE COVERAGES, EXCLUSIONARY AND POWERTRAIN. 75% OF THE PREMIUM WILL BE EARNED DURING THE EXCLUSIONARY COVERAGE PERIOD AND 25% OF THE PREMIUM WILL BE EARNED DURING THE POWERTRAIN COVERAGE PERIOD.

We agree to pay on behalf of the Selling Company, the unearned refund based on consideration received from the Selling Company. The Selling Company agrees to pay the unearned portion of the commission originated from the sale of this Service Contract. Neither the Selling Company's Administrator, claims service, nor the Selling Company's insurer can be held liable for return of the Selling Company's commission or any part thereof as paid under this Service Contract. In the event the Purchase Price of Your Service Contract is being paid through a Payment Plan (or its equivalent) which is terminated for non-payment, the Term Months and Term Miles Limit of this Service Contract will be modified to reflect the portion of the Service Contract that you have paid for. The modified Term Months and Term Miles Limit of the Service Contract will be calculated on a pro-rata basis by adding the time and mileage that you have paid for to the Service Contract, Contract Sale Date and Vehicle Odometer Mileage on the Service Contract Sale Date as listed on the Declarations Page. You may contact the Administrator toll free at 833-228-1900 to obtain the modified Term Months and Term Miles Limits.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-833-228-1900 FOR AUTHORIZATION AND INSTRUCTIONS.**

CANCELLATION BY THE FINANCE COMPANY: You hereby authorize the **Finance Company** to cancel this **Contract** on **Your** behalf in the event: (1) **Your Vehicle** is repossessed, (2) **Your Vehicle** is declared a total loss, or (3) **You** default in **Your** obligations to the **Finance Company**. In addition, **You** authorize the **Finance Company** to be listed as a joint payee and to receive any refund in the event this **Contract** is cancelled.

CANCELLATION BY THE ADMINISTRATOR: The **Administrator** may cancel this **Contract** for material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, or for non-payment of the **Service Contract** price.

CANCELLATION BY THE CONTRACT HOLDER: **You** may cancel this **Service Contract** at any time by notifying the **Selling Company** or **Administrator** in writing. This notification must include this **Service Contract**. A notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** on the date of the cancellation request may also be required unless the vehicle is lost, stolen or destroyed.

CANCELLATION PROVISIONS: If this **Contract** is cancelled within the first thirty (30) days from the **Contract** sale date and no claims have been filed, then **You** will receive a full refund. If this **Contract** is cancelled after thirty (30) days past the **Contract** sale date or after a claim has been filed, then **You** will receive a pro rata refund less any claims paid under this **Contract**. Pro rata refunds are determined by multiplying the amount **You** paid for this **Service Contract** by the lesser of the following: (a) the number of covered days remaining on the **Service Contract** divided by the original number of covered days, or (b) the miles of remaining coverage under the **Service Contract** divided by the original number of covered miles. A cancellation fee of \$75 will be charged for all pro rata cancellations made by the **Contract Holder**. In all instances, if there is no **Finance Company**, the refundable amount will be paid to **You**, if there is a **Finance Company**, the refundable amount will be paid to the **Finance Company**.

K. TRANSFER OF VEHICLE OWNERSHIP

If **You** sell **Your Vehicle** or if there is any change in the ownership of **Your Vehicle**, **You** may request to transfer the remaining coverage of this **Contract** to the new owner. This request must be submitted within fifteen (15) days of the change in **Vehicle** ownership. **You** must notify the **Administrator** of the transfer of ownership in writing and must include the following: a transfer fee of \$50, the name and address of the new owner, and the mileage of the **Vehicle** at the time of transfer. The **Administrator** has the discretion to approve or reject your request to transfer coverage. Copies of all maintenance records showing oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and the **Vehicle** will still be subject to the maintenance requirements as specified in this **Contract** and by the **Vehicle** manufacturer. No handwritten receipts will be accepted.

This **Contract** may not be transferred more than once, may not be assigned to another vehicle, and may not be transferred to a new or used vehicle dealer or anyone other than an individual purchasing **Your Vehicle** for personal use. If **You** sell **Your Vehicle**, or if there is any change in the ownership of **Your Vehicle** without notifying the **Administrator** as outlined in this section, this **Contract** will terminate.

